

RESOLUTION NO. 5357

RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY
OF RIVERSIDE, CALIFORNIA, MAKING ITS ORDER VACATING
A PORTION OF THE PUBLIC UTILITY EASEMENT ALONG THE
SOUTHEASTERLY TEN FEET OF LOTS 1 TO 10, INCLUSIVE,
OF FAIRMOUNT TRACT UNIT NO. 1.

WHEREAS, on the 4th day of June, 1952, Ordinance No. 1746
of the City of Riverside, California, was adopted, declaring the
intention of the City Council to vacate a portion of a public util-
ity easement pursuant to the provisions of the Public Service Ease-
ments Vacation Law; and etc.

Description:

That portion of the public utility easement along
the southeasterly ten feet (10') of Lots 1 to 10,
inclusive, of Fairmount Tract Unit No. 1, shown on
a map recorded in Book 24 at pages 82 and 83, of
Maps, Records of Riverside County, California,

The northwesterly five feet (5') of the south-
easterly ten feet (10') of Lots 1 to 10 inclusive,
EXCEPT the southwesterly five feet (5') of Lot 5;
the northeasterly five feet (5') of Lot 6; and the
southwesterly ten feet (10') of Lot 10;

RESOLUTION NO. 5357

RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY
OF RIVERSIDE, CALIFORNIA, MAKING ITS ORDER VACATING
A PORTION OF THE PUBLIC UTILITY EASEMENT ALONG THE
SOUTHEASTERLY TEN FEET OF LOTS 1 TO 10, INCLUSIVE,
OF FAIRMOUNT TRACT UNIT NO. 1.

WHEREAS, on the 4th day of June, 1952, Ordinance No. 1746
of the City of Riverside, California, was adopted, declaring the
intention of the City Council to vacate a portion of a public util-
ity easement pursuant to the provisions of the Public Service Eas-
ements Vacation Law; and etc.

Description:

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the southeasterly ten feet (10') of Lots 1 to 10,
inclusive, of Fairmount Tract Unit No. 1, shown on
a map recorded in Book 24 at pages 82 and 83, of
Maps, Records of Riverside County, California,

The northwesterly five feet (5') of the south-
easterly ten feet (10') of Lots 1 to 10 inclusive,
EXCEPT the southwesterly five feet (5') of Lot 5;
the northeasterly five feet (5') of Lot 6; and the
southwesterly ten feet (10') of Lot 10;

PLACE INTERNAL REVENUE ST.

Albert Ford
City Attorney
Riverside, California

Grant Deed

Affix I. R. S. \$

FORM 114 11-30 10M 21735

THIS FORM FURNISHED BY RIVERSIDE TITLE COMPANY

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

MABEL E. KOCHER, an unmarried woman, BERTHA F. FRAYER, a married woman, and MARIAN J. GORE, a married woman, do hereby GRANT to

CITY OF RIVERSIDE, a municipal corporation

the real property in the City of Riverside County of Riverside State of California, described as:

Commencing at the Northwestern corner of Lot 6 in Block 8, Range 7 of the Town of Riverside, as shown by map recorded in Book 7 page 17 of Maps, records of San Bernardino County, California;

Thence Southerly along the Westerly line of said Lot 6, 14 feet;

Thence Easterly and parallel with the Southerly line of Eighth Street, 31 feet to the Northwestern corner of that certain parcel of land as conveyed to the City of Riverside, by Deed recorded November 14, 1906 in Book 233 page 201 of Deeds, records of Riverside County, California;

Thence Northerly along the Northerly prolongation of the Westerly line of said parcel, 14 feet to a point on the Northerly line of said Lot 6;

Thence Westerly along the Northerly line of said Lot 6, 31 feet to the point of beginning.

Dated: April 15, 1952

STATE OF CALIFORNIA) ss.
County of Riverside)

Mabel E. Kocher
MABEL E. KOCHER
Bertha F. Frayer
BERTHA F. FRAYER
Marian J. Gore
MARIAN J. GORE
By: T. E. Gore
Their Attorney-in-Fact

SPACE BELOW FOR RECORDER'S USE ONLY

On April 15, 1952, before me, the undersigned, a Notary Public in and for said County and State, personally appeared T. E. GORE, personally known to me to be the person whose name is subscribed to the within instrument as the Attorney-in-Fact of MABEL E. KOCHER, BERTHA F. FRAYER and MARIAN J. GORE, and the said T. E. Gore acknowledged to me that he subscribed the names of Mabel E. Kocher, Bertha F. Frayer and Marian J. Gore thereunto as principals, and his own name as Attorney-in-Fact.

IN WITNESS WHEREOF, I have hereunto set my hand and Official Seal the day and year in this Certificate first above written.

2437-0

Albert Ford
Notary Public in and for said County and State

Instrument No. _____

Title Order No. 135353

Escrow or Loan No. 300755

Recorded at the request of: _____

WHEN RECORDED MAIL TO

Riverside Title Co.

GRANT DEED

TO

Dated _____, 195_____

RIVERSIDE TITLE COMPANY

3940 Main Street Phone 818

RIVERSIDE, CALIFORNIA

CHAS. E. JOHNSON, President

RIVERSIDE TITLE COMPANY

3940 Main Street Phone 818

RIVERSIDE, CALIFORNIA

CHAS. E. JOHNSON, President

RIVERSIDE TITLE
COMPANY

Affiliated with

TITLE INSURANCE and TRUST
COMPANY
LOS ANGELES, CALIFORNIA

SAFETY
PLUS
SERVICE

RIVERSIDE TITLE COMPANY

3940 Main Street Phone 818

RIVERSIDE, CALIFORNIA

CHAS. E. JOHNSON, President

SAFETY
PLUS
SERVICE

TITLE

SERVICE

AND

ESCROW

SERVICE

RIVERSIDE TITLE COMPANY

3940 Main Street Phone 818

RIVERSIDE, CALIFORNIA

CHAS. E. JOHNSON, President

RESOLUTION NO. 5297

RESOLUTION OF THE COUNCIL OF THE CITY
OF RIVERSIDE, CALIFORNIA, ACCEPTING A
DEED.

BE IT RESOLVED, that a Grant Deed dated April 15, 1952, executed
by Mabel E. Kocher, Bertha F. Frayer, and Marian J. Core, by T. E. Core,
their Attorney-in-Fact, conveying to the City of Riverside, a municipal
corporation, certain real property, being more particularly described
in said deed, be, and the same is hereby officially accepted.

I, W. G. Waite, City Clerk of the City of Riverside, California,
hereby certify that the foregoing resolution was duly and regularly intro-
duced and adopted by the Council of said City at its meeting held on the
22nd day of April, 1952, by the following vote:

Ayes: Councilmen Rawlings, Fowler, Backstrand, Patterson,
Dales, and Hair.

Noes: None.

Absent: Councilman Crouch.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the
official seal of the City of Riverside, this 22nd day of April, 1952.

W. G. Waite
City Clerk of the City of Riverside

I hereby approve the foregoing resolution this 22nd day of
April, 1952.

W. G. Waite
Mayor of the City of Riverside

RECEIVED FOR RECORD

MAY 13 1952

30 MAY 13 1952

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BOOK 1367

32

PETITION FOR CANCELLATION OF ASSESSMENT OF TAX UNDER SECTION 4986
REV. & TAX CODE

TO THE HONORABLE BOARD OF SUPERVISORS OF RIVERSIDE COUNTY:

The undersigned political subdivision hereby petitions your Honorable Body to order the cancellation of assessments on the following described property assessed as follows, to-wit:

LEGAL DESCRIPTION	Date Acquired	School Dist.	Fiscal Year	Assess No.	Tax	Sale No.
W $\frac{1}{2}$ of Lot C of Del Ray Tract	7/5/46		1946-47	9-00 4270021	Sold to State Ant. -- \$1.94	9/46 247

This petition is made in accordance with the provisions of Section 4986 of the Revenue and Taxation Code for the following reasons, to-wit: Property has been acquired by the City of

Riverside

(state facts, viz: petitioner being political subdivision and having acquired ownership, etc.)

Dated March 7 1952 CITY OF RIVERSIDE, a municipal corporation

Petitioner (Political Subdivision)

By [Signature] Mayor
Title

The property described herein is assessed in the name of V. T. Lawson and Ethel Lawson,
and M. A. Shrode and Evelyn G. Shrode as of the last tax lien date.

FRANK BURCHFIELD, County Assessor

By [Signature] Deputy
WILLIAM O. MACKEY

JAMES H. ANGELL
ASSISTANT County Counsel

hereby consent to the above requested cancellation.

By [Signature] TO THE COUNTY AUDITOR:

Cancellation of assessments ordered by the Board of supervisors on the 24 day of
March, 1952 as shown on the Minutes of the meeting held on that date.

G. A. PEQUEGNAT, Clerk of the Board of Supervisors
of Riverside County.

By [Signature] Deputy

NOTE: (Present in Quadruplicate)

RM - 10 46 - ATOZ

PETITION FOR CANCELLATION OF ASSESSMENT OF TAX UNDER SECTION 4986
REV. & TAX CODE

TO THE HONORABLE BOARD OF SUPERVISORS OF RIVERSIDE COUNTY:

The undersigned political subdivision hereby petitions your Honorable Body to order the cancellation of assessments on the following described property assessed as follows, to-wit:

LEGAL DESCRIPTION	Date Acquired	School Dist.	Fiscal Year	Assess No.	Tax	Sale No.
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Commencing at the Northwestern corner of Lot 6 in Block 8, Range 7 of the Town of Riverside, as shown by Map recorded in Book 7 page 17 of Maps, records of San Bernardino County, California;
Thence Southerly along the Westerly line of said Lot 6, 14 feet;
Thence Easterly and parallel with the Southerly line of Eighth Street, 31 feet to the Northwestern corner of that certain parcel of land as conveyed to the City of Riverside, by Deed recorded November 14, 1906 in Book 233 page 201 of Deeds, records of Riverside County, California;
Thence Northerly along the Northerly prolongation of the Westerly line of said parcel, 14 feet to a point on the Northerly line of said Lot 6;
Thence Westerly along the Northerly line of said Lot 6, 31 feet to the point of beginning.

This petition is made in accordance with the provisions of Section 4986 of the Revenue and Taxation Code for the following reasons, to-wit: Property now owned by the City of Riverside,
a municipal corporation

(state facts, viz: petitioner being political subdivision and having acquired ownership, etc.)

Dated December 22 19 52 CITY OF RIVERSIDE, a municipal corporation
Petitioner (Political Subdivision)

By W. E. Evans Mayor
Title

The property described herein is assessed in the name of Mabel E. Kocher, Bertha F.

Frayer, and Marian J. Gore as of the last tax lien date.

900-01-08-00-56

FRANK BURCHFIELD, County Assessor

By William O. Mackey Deputy
WILLIAM O. MACKEY COUNTY COUNSEL

I hereby consent to the above requested cancellation.

JAMES H. ANGELL

ASSISTANT County Counsel

TO THE COUNTY AUDITOR:

Cancellation of assessments ordered by the Board of supervisors on the JAN 12 1953 day of

19 as shown on the Minutes of the meeting held on that date.

G. A. PEQUEGNAT, Clerk of the Board of Supervisors
of Riverside County,

By G. A. Pequegnat Deputy

NOTE: (Present in Quadruplicate)

RM - 10 - 50 ATOZ

PETITION FOR CANCELLATION OF ASSESSMENT OF TAX UNDER SECTION 4986
REV. & TAX CODE

TO THE HONORABLE BOARD OF SUPERVISORS OF RIVERSIDE COUNTY:

The undersigned political subdivision hereby petitions your Honorable Body to order the cancellation of assessments on the following described property assessed as follows, to-wit:

LEGAL DESCRIPTION	Date Acquired	School Dist.	Fiscal Year	Assess No.	Tax	Sale No.
ATTACHED	May 13, 1952		1952-53			

This petition is made in accordance with the provisions of Section 4986 of the Revenue and Taxation Code for the following reasons, to-wit: Property now owned by the City of Riverside,
a municipal corporation

(state facts, viz: petitioner being political subdivision and having acquired ownership, etc.)

Dated December 22 19 52 CITY OF RIVERSIDE, a municipal
corporation
Petitioner (Political Subdivision)

By W. E. Evans Mayor
Title

The property described herein is assessed in the name of Mabel E. Kocher, Bertha F.

Frayer, and Marian J. Gore as of the last tax lien date.

900-01-08-00-56

FRANK BURCHFIELD, County Assessor

By William O. Mackey Deputy
WILLIAM O. MACKEY COUNTY COUNSEL

I hereby consent to the above requested cancellation.

JAMES H. ANGELL

ASSISTANT County Counsel

TO THE COUNTY AUDITOR:

Cancellation of assessments ordered by the Board of supervisors on the JAN 1 2 1953 day of
19 as shown on the Minutes of the meeting held on that date.

G. A. PEQUEGNAT, Clerk of the Board of Supervisors
of Riverside County,

By G. A. Pequegnat Deputy

NOTE: (Present in Quadruplicate)

2M - 10 - 50 ATOZ

ESCROW INSTRUCTIONS

No. 30075-S

RIVERSIDE TITLE COMPANY

On or before 4/30/52

I will hand you \$ 1152.00

Riverside, Calif.

April 15,

Sale or Loan
1952

You are instructed to deliver the above when you can issue your usual form POLICY OF TITLE INSURANCE covering

Beginning at the Northwestern corner of Lot 6 in Block 8, Range 7 of the Town of Riverside, as shown by map recorded in Book 7 page 17 of maps, records of San Bernardino County, California; thence southerly along the westerly line of said Lot 6, 14 feet; thence easterly and parallel with the southerly line of said street, 31 feet to the Northwestern corner of that certain parcel of land as conveyed to the City of Riverside, by deed recorded November 14, 1936 in Book 233 page 201 of deeds, records of Riverside County, California;

thence northerly along the northerly prolongation of the westerly line of said parcel, 14 feet to a point on the northerly line of said Lot 6;

thence easterly along the northerly line of said Lot 6, 31 feet to the point of beginning.

for \$ XX, due XX
after date, with interest at XX per cent, from XX payable XX
at XX
WATER STOCK, None shares of -----, for transfer and/or endorsement
FIRE INSURANCE, as may be handed you, at least \$ None for transfer and/or loss payable clause.

Purchasers are to have possession at close of Escrow, free of any tenants.

ADJUST. None as of -----
TOTAL CONSIDERATION \$ 1152.00 LIABILITY IN POLICY \$ 1152.00

I agree to pay your buyer's charges. All disbursements to be made by check of Riverside Title Company. Time is of the essence of these instructions. If for any reason, other than my failure to comply with the foregoing instructions, this escrow cannot be closed by 4/30/52, I may, by written notice to you, demand the return of money and/or instruments I have placed herein; otherwise complete this escrow as soon thereafter as possible.

Signature CITY OF RIVERSIDE, By: [Signature]
Address City Hall, Riverside, California Phone -----

RIVERSIDE TITLE COMPANY Riverside, Calif. April 15, 1952

I have read and hereby approve the foregoing instructions and will on or before 4/28/52 hand you necessary funds and/or instruments which you are authorized to deliver upon payment to you, within the time as above provided, the sum of \$ 1152.00 and papers as called for above. You are hereby instructed to pay, all encumbrances necessary to comply herewith, None commission to -----, your seller's charges, and balance to record owner, or order. All disbursements to be made by check of Riverside Title Company. You are authorized to sign on my behalf any necessary insurance transfers.

Time is of the essence of these instructions. If for any reason, other than my failure to comply with the foregoing instructions, this escrow cannot be closed by 4/30/52, I may, by written notice to you, demand the return of money and/or instruments I have placed herein; otherwise complete this escrow as soon thereafter as possible.

Signature Label E. Kocher, Bertha F. Frayer & Marian J. Gore
Address By: T. E. Gore, Attorney-in-Fact Phone 2218

Address: Citizens Nat'l Bank Bldg.
Riverside, California

ORDER No.

ESCROW STATEMENT
CITY OF RIVERSIDE

ESCROW No. 30075-S

IN ACCOUNT WITH
RIVERSIDE TITLE COMPANY
3940 MAIN STREET - P. O. BOX 7
RIVERSIDE, CALIFORNIA

TELEPHONE 818

	RECEIPTS	DEBIT	CREDIT
CHECKS:			
BY ADJUSTMENT OF INTEREST			
BY ADJUSTMENT OF INSURANCE			
BY ADJUSTMENT OF RENT			
DISBURSEMENTS			
RECORDING			
DEED			
TRUST DEED			
MORTGAGE			
COMMISSION			
TAXES			
NEW OWNER FEE			
CONVEYANCING			
INSURANCE			
To Kocher, Frayer & Gore		1152 00	
ESCROW FEE		8 75	
POLICY			
POLICY			
BALANCE due from the City of Riverside			1160 75
TOTAL		1160 75	1160 75

ANY PAPERS TO WHICH YOU ARE ENTITLED, IF NOT DELIVERED HEREWITH, WILL FOLLOW

RIVERSIDE TITLE COMPANY

RIVERSIDE, CALIFORNIA, April 22 19 52.

By George L. Steffensen,
Escrow Officer

ORDER No. _____

ESCROW STATEMENT
CITY OF RIVERSIDE

ESCROW No. 30075-S

IN ACCOUNT WITH
RIVERSIDE TITLE COMPANY
3940 MAIN STREET - P. O. BOX 7
RIVERSIDE, CALIFORNIA

TELEPHONE 818

RECEIPTS		DEBIT		CREDIT	
CHECKS:	Deposited			1160	75
BY ADJUSTMENT OF INTEREST					
BY ADJUSTMENT OF INSURANCE					
BY ADJUSTMENT OF RENT					
DISBURSEMENTS					
RECORDING					
DEED					
TR. DEED					
MORTGAGE					
COMMISSION					
TAXES					
CONVEYANCING					
INSURANCE					
To Kocher, Frayer & Gore			1152	00	
ESCROW FEE				8	75
POLICY					
POLICY					
BALANCE					
TOTAL			1160	75	1160 75

ANY PAPERS TO WHICH YOU ARE ENTITLED, IF NOT DELIVERED HERewith, WILL FOLLOW

RIVERSIDE TITLE COMPANY

RIVERSIDE, CALIFORNIA, May 13, 194/52

By George L. Steffensen,
Escrow Officer

RIVERSIDE TITLE COMPANY

TELEPHONE 818 - 3340 MAIN STREET
RIVERSIDE, CALIFORNIA

CHAS. E. JOHNSON
PRESIDENT

AFFILIATED WITH
TITLE INSURANCE AND TRUST CO.
OF LOS ANGELES

July 9, 1952

RECEIVED
JUL 10 1952
W. G. WAITE
City Clerk

Mr. Winfield G. Waite
City Clerk - City of Riverside
City Hall
Riverside, California

Re: Escrow No. 30075-S

Dear Mr. Waite:

In connection with the purchase of certain property
by the City of Riverside from Mabel F. Kocher, et al,
we enclose the following:

1. Escrow Statement.
2. Policy of Title Insurance No. 135353-R.
3. Deed, Kocher, et al, to City of Riverside,
recorded in Book 1367 page 565 of Official
Records of Riverside County, California.

We apologize for the delay in sending the enclosed papers
to you. We thought they had been delivered, but, in some
way, they became buried in the file.

Very truly yours,

RIVERSIDE TITLE COMPANY

George L. Steffensen
George L. Steffensen,
Escrow Officer

G.
Encls.

PETITION FOR CANCELLATION OF ASSESSMENT OF TAX UNDER SECTION 4986
REV. & TAX CODE

TO THE HONORABLE BOARD OF SUPERVISORS OF RIVERSIDE COUNTY:

The undersigned political subdivision hereby petitions your Honorable Body to order the cancellation of assessments on the following described property assessed as follows, to-wit:

LEGAL DESCRIPTION	Date Acquired	School Dist.	Fiscal Year	Assess No.	Tax	Sale No.
ATTACHED	May 13, 1952					

Commencing at the Northwestern corner of Lot 6 in Block 8, Range 7 of the Town of Riverside, as shown by Map recorded in Book 7 page 17 of Maps, records of San Bernardino County, California;

Thence Southerly along the Westerly line of said Lot 6, 14 feet;

Thence Easterly and parallel with the Southerly line of Eighth Street, 31 feet to the Northwestern corner of that certain parcel of land as conveyed to the City of Riverside, by Deed recorded November 14, 1906 in Book 233 page 201 of Deeds, records of Riverside County, California;

Thence Northerly along the Northerly prolongation of the Westerly line of said Parcel, 14 feet to a point on the Northerly line of said Lot 6;

Thence Westerly along the Northerly line of said Lot 6, 31 feet to the point of beginning.

Riverside, a municipal corporation.

(state facts, viz: petitioner being political subdivision and having acquired ownership, etc.)

Dated July 29

1952

CITY OF RIVERSIDE, a
municipal corporation

Petitioner (Political Subdivision)

By

Mayor

Title

The property described herein is assessed in the name of Mabel E. Kocher, Bertha F.

Frayer, and Marian J. Goro as of the last tax lien date.

900-01-08-00-56

FRANK BURCHFIELD, County Assessor

By

Deputy

WILLIAM O. MACKEY COUNTY COUNSEL

I hereby consent to the above requested cancellation.

JAMES H. ANGELL

ASSISTANT

County Counsel

TO THE COUNTY AUDITOR:

Cancellation of assessments ordered by the Board of supervisors on the 25th day of
September, 1952 as shown on the Minutes of the meeting held on that date.

G. A. PEQUEGNAT, Clerk of the Board of Supervisors
of Riverside County.

By

Deputy

NOTE: (Present in Quadruplicate)

RM - 10 48 - ATOZ

PETITION FOR CANCELLATION OF ASSESSMENT OF TAX UNDER SECTION 4986
REV. & TAX CODE

TO THE HONORABLE BOARD OF SUPERVISORS OF RIVERSIDE COUNTY:

The undersigned political subdivision hereby petitions your Honorable Body to order the cancellation of assessments on the following described property assessed as follows, to-wit:

LEGAL DESCRIPTION	Date Acquired	School Dist.	Fiscal Year	Assess No.	Tax	Sale No.
ATTACHED	May 13, 1952					

This petition is made in accordance with the provisions of Section 4986 of the Revenue and Taxation Code for the following reasons, to-wit: property has been acquired by the City of
Riverside, a municipal corporation.

(state facts, viz: petitioner being political subdivision and having acquired ownership, etc.)

Dated July 29 1952 CITY OF RIVERSIDE, a
municipal corporation
Petitioner (Political Subdivision)

By [Signature] Mayor
Title

The property described herein is assessed in the name of Mabel E. Kocher, Bertha F.
Frayer, and Marian J. Goro as of the last tax lien date.

900-01-08-00-56

[Signature]
FRANK BURCHFIELD, County Assessor

By [Signature] Deputy
WILLIAM O. MACKEY, COUNTY COUNSEL

I hereby consent to the above requested cancellation.

JAMES H. ANGEL

ASSISTANT County Counsel

TO THE COUNTY AUDITOR:

Cancellation of assessments ordered by the Board of supervisors on the _____ day of _____, 194____ as shown on the Minutes of the meeting held on that date.

G. A. PEQUEGNAT, Clerk of the Board of Supervisors
of Riverside County.

By [Signature] Deputy

NOTE: (Present in Quadruplicate)

24 - 10 48 - ATOZ

Fee \$ 27.00

INCLUDES FEE OF
RIVERSIDE TITLE COMPANY

POLICY OF TITLE INSURANCE

ISSUED BY

TITLE INSURANCE AND TRUST COMPANY

OF LOS ANGELES

Title Insurance and Trust Company, a corporation, of Los Angeles, California, herein called the Company, for a valuable consideration paid for this policy of title insurance, the number, date, and amount of which are shown in Schedule A, does hereby insure the parties named as Insured in Schedule A, together with the persons and corporations included in the definition of "the insured" as set forth in the stipulations of this policy, against loss or damage not exceeding the amount stated in Schedule A which the insured shall sustain by reason of:

1. Title to the land described in Schedule A being vested, at the date hereof, otherwise than as herein stated; or
2. Unmarketability, at the date hereof, of the title to said land of any vestee named herein, unless such unmarketability exists because of defects, liens, encumbrances, or other matters shown or referred to in Schedule B; or
3. Any defect in, or lien or encumbrance on, said title, existing at the date hereof, not shown or referred to in Schedule B; or
4. Any defect in the execution of any mortgage or deed of trust shown in Schedule B securing an indebtedness, the owner of which is insured by this policy, but only insofar as such defect affects the lien or charge of such mortgage or deed of trust upon said land; or
5. Priority, at the date hereof, over any such mortgage or deed of trust, of any lien or encumbrance upon said land, except as shown in Schedule B, such mortgage or deed of trust being shown in the order of its priority in Part Two of Schedule B;

all subject, however, to Schedules A and B and the Stipulations herein, all of which schedules and stipulations are hereby made a part of this policy.

In Witness Whereof, Title Insurance and Trust Company has caused its corporate name and seal to be hereunto affixed by its duly authorized officers on the date shown in Schedule A.

TITLE INSURANCE AND TRUST COMPANY

by *Stuart O'Melveny*
PRESIDENT
Charles R. Kerrick
ASSISTANT SECRETARY

SCHEDULE A

Amount \$ 1152.00

Date May 13, 1952 at 9:30 A.M.

Policy No. ^{55/44} 135353-R

INSURED

CITY OF RIVERSIDE.

1. The title to said land is, at the date hereof, vested in:

CITY OF RIVERSIDE,
a Municipal Corporation.

2. Description of land, title to which is insured by this policy:

In the City of Riverside, County of Riverside, State of California, and described as follows:

Commencing at the Northwesterly corner of Lot 6 in Block 8, Range 7 of the TOWN OF RIVERSIDE, as shown by Map recorded in Book 7 page 17 of Maps, records of San Bernardino County, California;

Thence Southerly along the Westerly line of said Lot 6, 14 feet;

Thence Easterly and parallel with the Southerly line of Eighth Street, 31 feet to the Northwesterly corner of that certain parcel of land as conveyed to the City of Riverside, by Deed recorded November 14, 1906 in Book 233 page 201 of Deeds, records of Riverside County, California;

Thence Northerly along the Northerly prolongation of the Westerly line of said parcel, 14 feet to a point on the Northerly line of said Lot 6;

Thence Westerly along the Northerly line of said Lot 6, 31 feet to the point of beginning.

SCHEDULE B

This policy does not insure against loss by reason of the matters shown or referred to in this Schedule except to the extent that the owner of any mortgage or deed of trust shown in Part Two is expressly insured in paragraphs numbered 4 and 5 on page 1 of this policy.

PART ONE: This part of Schedule B refers to matters which, if any such exist, may affect the title to said land, but which are not shown in this policy:

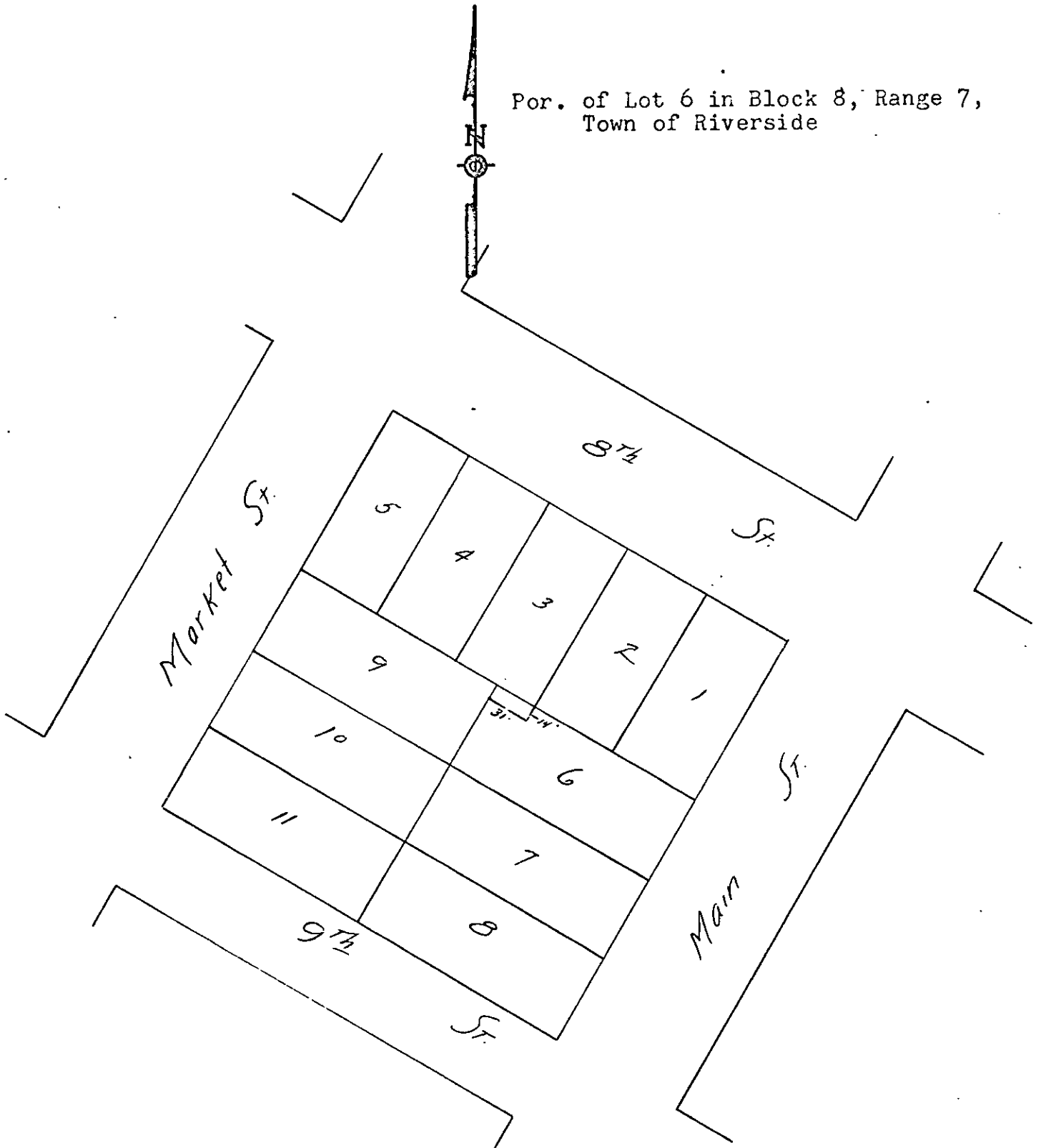
1. Taxes or assessments which are not shown as existing liens by the records of any taxing agency or by the public records; and easements, liens or encumbrances which are not shown by the public records.
2. Rights or claims of persons in possession of said land which are not shown by the public records.
3. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land, or by making inquiry of persons in possession thereof, or by a correct survey.
4. Mining claims, reservations in patents, water rights, claims or title to water.
5. Any laws, governmental acts or regulations, including but not limited to zoning ordinances, restricting, regulating or prohibiting the occupancy, use or enjoyment of the land or any improvement thereon, or any zoning ordinances prohibiting a reduction in the dimensions or area, or separation in ownership, of any lot or parcel of land; or the effect of any violation of any such restrictions, regulations or prohibitions.

PART TWO: This part of Schedule B shows liens, encumbrances, defects and other matters affecting the title to said land or to which said title is subject:

1.
County and Municipal Taxes for the fiscal year 1952-53, payable November 1, 1952.
2.
A Right of Way reserved to the Riverside Water Company, and its assigns, for the construction and maintenance of all necessary water ditches, pipes, flumes and apparatus for the purposes of irrigation and domestic use.

135353

Por. of Lot 6 in Block 8, Range 7,
Town of Riverside



THE UNDERSIGNED ASSUME NO LIABILITY FOR THE CORRECTNESS OF THE ABOVE PLAT
THIS IS NOT A SURVEY OF THE LAND BUT IS COMPILED FOR INFORMATION ONLY FROM DATA SHOWN BY OFFICIAL RECORDS
TITLE INSURANCE AND TRUST COMPANY — RIVERSIDE TITLE COMPANY

STIPULATIONS

1. SCOPE OF COVERAGE

This policy does not insure against, and the Company will not be liable for loss or damage created by or arising out of any of the following: (a) defects, liens, claims, encumbrances, or other matters which result in no pecuniary loss to the insured; (b) defects, liens, encumbrances, or other matters created or occurring subsequent to the date hereof; (c) defects, liens, encumbrances, or other matters created or suffered by the insured claiming such loss or damage; or (d) defects, liens, claims, encumbrances, or other matters existing at the date of this policy and known to the insured claiming such loss or damage, either at the date of this policy or at the date such insured claimant acquired an estate or interest insured by this policy, unless such defect, lien, claim, encumbrance or other matter shall have been disclosed to the Company in writing prior to the issuance of this policy or appeared at the date of this policy on the public records. Any rights or defenses of the Company against a named insured shall be equally available against any person or corporation who shall become an insured hereunder as successor of such named insured.

2. DEFENSE OF ACTIONS. NOTICE OF ACTIONS OR CLAIMS TO BE GIVEN BY THE INSURED

The Company at its own cost shall defend the insured in all litigation consisting of actions or proceedings against the insured, or defenses, restraining orders, or injunctions interposed against a foreclosure or sale of said land in satisfaction of any indebtedness, the owner of which is insured by this policy, which litigation is founded upon a defect, lien, encumbrance, or other matter insured against by this policy, and may pursue such litigation to final determination in the court of last resort. In case any such litigation shall become known to any insured, or in case knowledge shall come to any insured of any claim of title or interest which is adverse to the title as insured or which might cause loss or damage for which the Company shall or may be liable by virtue of this policy, such insured shall notify the Company thereof in writing. If such notice shall not be given to the Company at least two days before the appearance day in any such litigation, or if such insured shall not, in writing, promptly notify the Company of any defect, lien, encumbrance, or other matter insured against, or of any such adverse claim which shall come to the knowledge of such insured, in respect to which loss or damage is apprehended, then all liability of the Company as to each insured having such knowledge shall cease and terminate; provided, however, that failure to so notify the Company shall in no case prejudice the claim of any insured unless the Company shall be actually prejudiced by such failure. The Company shall have the right to institute and prosecute any action or proceeding or do any other act which, in its opinion, may be necessary or desirable to establish the title, or any insured lien or charge, as insured. In all cases where this policy permits or requires the Company to prosecute or defend any action or proceeding, the insured shall secure to it in writing the right to so prosecute or defend such action or proceeding, and all appeals therein, and permit it to use, at its option, the name of the insured for such purpose. Whenever requested by the Company the insured shall assist the Company in any such action or proceeding, in effecting settlement, securing evidence, obtaining witnesses, prosecuting or defending such action or proceeding, to such extent and in such manner as is deemed desirable by the Company, and the Company shall reimburse the insured for any expense so incurred. The Company shall be subrogated to and be entitled to all costs and attorneys' fees in-

curred or expended by the Company, which may be recoverable by the insured in any litigation carried on by the Company on behalf of the insured. The word "knowledge" in this paragraph means actual knowledge, and does not refer to constructive knowledge or notice which may be imputed to the insured by the public records.

3. NOTICE OF LOSS. LIMITATION OF ACTION

A statement in writing of any loss or damage for which it is claimed the Company is liable under this policy shall be furnished to the Company within sixty days after such loss or damage shall have been ascertained. No action or proceeding for the recovery of any such loss or damage shall be instituted or maintained against the Company until after full compliance by the insured with all the conditions imposed on the insured by this policy, nor unless commenced within twelve months after receipt by the Company of such written statement.

4. OPTION TO PAY, SETTLE, OR COMPROMISE CLAIMS

The Company reserves the option to pay, settle, or compromise for, or in the name of, the insured, any claim insured against or to pay this policy in full at any time, and payment or tender of payment of the full amount of this policy, together with all accrued costs which the Company is obligated hereunder to pay, shall terminate all liability of the Company hereunder, including all obligations of the Company with respect to any litigation pending and subsequent costs thereof.

5. SUBROGATION UPON PAYMENT OR SETTLEMENT

Whenever the Company shall have settled a claim under this policy, it shall be subrogated to and be entitled to all rights, securities, and remedies which the insured would have had against any person or property in respect to such claim, had this policy not been issued. If the payment does not cover the loss of the insured, the Company shall be subrogated to such rights, securities, and remedies in the proportion which said payment bears to the amount of said loss. In either event the insured shall transfer, or cause to be transferred, to the Company such rights, securities, and remedies, and shall permit the Company to use the name of the insured in any transaction or litigation involving such rights, securities, or remedies.

6. OPTION TO PAY INSURED OWNER OF INDEBTEDNESS AND BECOME OWNER OF SECURITY

The Company has the right and option, in case any loss is claimed under this policy by an insured owner of an indebtedness secured by mortgage or deed of trust, to pay such insured the indebtedness of the mortgagor or trustor under said mortgage or deed of trust, together with all costs which the Company is obligated hereunder to pay, in which case the Company shall become the owner of, and such insured shall at once assign and transfer to the Company, said mortgage or deed of trust and the indebtedness thereby secured, and such payment shall terminate all liability under this policy to such insured.

7. PAYMENT OF LOSS AND COSTS OF LITIGATION. INDORSEMENT OF PAYMENT ON POLICY

The Company will pay, in addition to any loss insured against by this policy, all costs imposed upon the insured in litigation carried on by the Company for the insured, and in litigation carried on by the insured with the written authorization of the Company, but not

otherwise. The liability of the Company under this policy shall in no case exceed, in all, the actual loss of the insured and costs which the Company is obligated hereunder to pay, and in no case shall such total liability exceed the amount of this policy and said costs. All payments under this policy shall reduce the amount of the insurance pro tanto, and payment of loss or damage to an insured owner of indebtedness shall reduce, to that extent, the liability of the Company to the insured owner of said land. No payment may be demanded by any insured without producing this policy for indorsement of such payment.

8. MANNER OF PAYMENT OF LOSS TO INSURED

Loss under this policy shall be payable, first, to any insured owner of indebtedness secured by mortgage or deed of trust shown in Schedule B, in order of priority therein shown, and if such ownership vests in more than one, payment shall be made ratably as their respective interests may appear, and thereafter any loss shall be payable to the other insured, and if more than one, then to such insured ratably as their respective interests may appear. If there be no such insured owner of indebtedness, any loss shall be payable to the insured, and if more than one, to such insured ratably as their respective interests may appear.

9. DEFINITION OF TERMS

The following terms when used in this policy mean: (a) "named insured": the persons and corporations named as insured in Schedule A of this policy; (b) "the insured": such named insured together with (1) each successor in ownership of any indebtedness secured by any mortgage or deed of trust shown in Schedule B, the owner of which indebtedness is named herein as an insured, (2) any such owner or successor in ownership of any such indebtedness who acquires the land described in Schedule A or any part thereof, by lawful means in satisfaction of said indebtedness or any part thereof, (3) any governmental agency or instrumentality acquiring said land under an insurance contract or guarantee insuring or guaranteeing said indebtedness or any part thereof, and (4) any person or corporation deriving an estate or interest in said land as an heir or devisee of a named insured or by reason of the dissolution, merger, or consolidation of a corporate named insured; (c) "land": the land described specifically or by reference in Schedule A and improvements affixed thereto which by law constitute real property; (d) "date": the exact day, hour and minute specified in the first line of Schedule A (unless the context clearly requires a different meaning); (e) "taxing agency": the State and each county, city and county, city and district in which said land or some part thereof is situated that levies taxes or assessments on real property; (f) "public records": those public records which, under the recording laws, impart constructive notice of matters relating to said land.

10. WRITTEN INDORSEMENT REQUIRED TO CHANGE POLICY

No provision or condition of this policy can be waived or changed except by writing indorsed hereon or attached hereto signed by the President, a Vice President, the Secretary, or an Assistant Secretary of the Company.

11. NOTICES, WHERE SENT

All notices required to be given the Company and any statement in writing required to be furnished the Company shall be addressed to it at the office which issued this policy.